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UNITED STATES DISTRICT COURT  
 DISTRICT OF ALASKA

UNITED STATES OF AMERICA, FOR THE USE	)	
AND BENEFIT OF GREAT NORTHWEST INC.	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. _____
	)	
TWIN PEAKS CONSTRUCTION AND WESTERN	)	
SURETY COMPANY	)	
	)	
Defendants.	)	

**COMPLAINT**

COMES NOW, the Plaintiff United States of America, for the use and benefit of Great Northwest, Inc. (Great Northwest), by and through its attorney, Joseph W. Sheehan, and for its claim against Defendants Twin Peaks Construction (Twin Peaks) and Western Surety Company (Western Surety), avers and alleges as follows:

1. Plaintiff Great Northwest is an Alaska corporation that has paid its biennial tax last due and filed its biennial report for the last reporting period. Attached as Appendix A is a copy of Great Northwest's Certificate of Good Standing.

2. Defendant Twin Peaks is the general contractor on, Federal Contract Number DTFH70-11-C00017, designated for the Federal Highway Administration.
3. Western Surety provided Bond No. 929535381 for Twin Peaks for the foregoing referenced Project. The foregoing bond is a payment bond for work performed. See, Appendix B.
4. At Twin Peaks' request, Great Northwest provided equipment labor and services in conjunction with the foregoing referenced Project. A copy of the contract is attached hereto as Appendix C.
5. Attached as Appendix D are copies of invoices for equipment, labor and services.
6. The attached invoices represent monies due for equipment, labor and services. The current balance due is \$236,011.56.
7. Great Northwest has given notice to Twin Peaks and Western Surety. See, Appendix E.

**Count I.**

**Breach of Contract**

8. Great Northwest adopts by reference all of the foregoing allegations hereinbefore set forth.
9. Despite demand, Twin Peaks has failed and refuses to pay the monies due Great Northwest for equipment, labor and services.
10. Twin Peaks' refusal to pay as hereinbefore set forth, constitutes a breach of contract.

11. As a direct and proximate result of Twin Peaks' breach of contract, Great Northwest has been damaged.

**Count II**  
**Bond Foreclosure**

12. Great Northwest adopts by reference all of the foregoing allegations hereinbefore set forth.

13. Western Surety is obligated to pay for Great Northwest's equipment, labor and services, all as is more specifically required by its bond and the law.

14. Despite notice and demand, Western Surety has failed and refuses to compensate Great Northwest.

15. Great Northwest has a right of action against the foregoing bond, pursuant to the provisions of 40 USC 3133(b).

16. Western Surety is liable and obligated to compensate Great Northwest for any monies due and owing by Twin Peaks in conjunction with the foregoing referenced contract.

WHEREFORE, Plaintiff Great Northwest requests the entry of judgment in its favor, in an amount as of yet unknown, which shall be proven at trial, against Defendants Twin Peaks Construction, Inc. and Western Surety Company, jointly and severally, together with an award of costs, attorney's fees, interest, and such further and additional relief as the court may deem to be just and equitable under the circumstances.

Dated this 25th day of March, 2013.



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